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Attorneys for Plaintiff and Counter-Defendant
I-FLOW CORPORATION

IN THE UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

I-FLOW Corporation, a Delaware corporation Plaintiff, v. Zone Medical LLC, a California limited liability company, Defendant.	Civil Action No. 08cv0057 DMS (NLS) **DECLARATION OF BORIS ZELKIND IN OPPOSITION TO DEFENDANT'S MOTION TO DISMISS PURSUANT TO F.R.C.P. 12(B)(6) OR, IN THE ALTERNATIVE, MOTION TO STAY** Date: April 11, 2008 Time: 1:30 pm Courtroom 10, 2nd Floor Honorable Dana M. Sabraw

I, Boris Zelkind, declare and state as follows:

1. I am a partner in the law firm of Knobbe, Martens, Olson & Bear, LLP, counsel of record for Plaintiff I-Flow Corporation ("I-Flow") in this action. I submit this Declaration in Opposition to Defendant's Motion to Dismiss Pursuant to F.R.C.P. 12(B)(6) or, In The Alternative, Motion to Stay. The following statements are based on my personal knowledge unless otherwise indicated.

2. Attached hereto as Exhibit A is a true and correct copy of the Complaint for Patent Infringement against Apex Medical Technologies, Inc., filed June 29, 2007. For sake of brevity, the exhibit to the Complaint is omitted from Exhibit A herein.

3. Attached hereto as Exhibit B is a true and correct copy of the Second Amended Complaint for Patent Infringement; Trade Secret Misappropriation; Breach of Confidence; and Common Law and Statutory Unfair Competition against Apex Medical Technologies, Inc. and Mark McGlothlin, filed January 14, 2008. For sake of brevity, the exhibit to the Second Amended Complaint is omitted from Exhibit B herein.

4. The related Apex Case is currently progressing through claim construction discovery pursuant to the Patent Local Rules. The parties have exchanged Preliminary Infringement Contentions (including supporting documents), Preliminary Invalidity Contentions (including supporting documents), and Preliminary Claim Constructions.

5. I-Flow is planning to file a motion to consolidate the related cases. I-Flow sought consent from Zone to file a stipulated motion to consolidate, but Zone has refused to stipulate to such a consolidation.

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 29, 2008 in San Diego, California.

Boris Zelkind

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EXHIBIT A

ORIGINAL

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Attorneys for Plaintiff
I-FLOW CORPORATION

FILED
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CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY: DEPUTY

IN THE UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

I-FLOW CORPORATION, a Delaware corporation,

Plaintiff,

v.

APEX MEDICAL TECHNOLOGIES, INC., a California corporation

Defendant.

Civil Action No. 07 CV 1200 DMS (NLS)

COMPLAINT FOR PATENT INFRINGEMENT

DEMAND FOR JURY TRIAL

Plaintiff I-Flow Corporation ("I-FLOW") hereby complains of Defendant Apex Medical Technologies, Inc. ("Apex" or "Defendant"), and alleges as follows:

JURISDICTION AND VENUE

1. This action arises under the Patent Laws of the United States, Title 35 of the United States Code.

2. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

3. Venue is proper in this Judicial District under 28 U.S.C. §§ 1391 and 1400(b).

THE PARTIES

4. Plaintiff I-FLOW is a corporation organized and existing under the laws of the State of Delaware, having its principal place of business in this District at 20202 Windrow Drive, Lake Forest, CA 92630.

5. I-FLOW is informed and believes, and thereon alleges, that Defendant Apex is a corporation organized and existing under the laws of the State of Illinois, having a place of business at 10064 Mesa Ridge Court, Suite 202, San Diego, CA 92121.

6. I-FLOW is informed and believes, and thereon alleges, that Defendant Apex conducts business throughout the United States, including in this Judicial District, and has committed the acts complained of in this Judicial District and elsewhere.

ALLEGATIONS FOR ALL CLAIMS FOR RELIEF

7. On February 8, 1994, the U.S. Patent and Trademark Office ("PTO") duly and lawfully issued U.S. Patent No. 5,284,481 entitled "Compact Collapsible Infusion Apparatus" (the "'481 patent"). I-FLOW is the owner by assignment of the '481 patent. On September 11, 2006, I-FLOW provided a copy of the '481 patent to Defendant. A copy of the '481 patent is attached hereto as Exhibit A.

8. Defendant's SOLACE™ Post-Operative Pain Relief Infusion System includes an infusion pump (the "SOLACE™ Infusion Pump") that is covered by the '481 patent.

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9. I-FLOW is informed and believes, and thereon alleges, that Defendant, through its agents, employees and servants, has infringed I-FLOW'S patent rights through Defendant's making, using, selling, importing and/or offering to sell infusion pumps such as the SOLACE™ Infusion Pump. Furthermore, this infringement has been willful, Defendant having received actual notice of I-FLOW's patent rights.

FIRST CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 5,284,481)

10. I-FLOW repeats, realleges, and incorporates by reference the allegations set forth in paragraphs 1 through 9 of this Complaint.

11. This is a claim for patent infringement and arises under the Patent Laws of the United States, Title 35 of the United States Code.

12. I-FLOW is informed and believes, and thereon alleges, that Defendant, through its agents, employees and servants, has been and is currently willfully and intentionally infringing the '481 patent by making, using, selling, importing and/or offering to sell infusion pumps, such as the SOLACE™ Infusion Pump, that are covered by at least one claim of the '481 patent. Defendant's acts constitute infringement of the '481 patent in violation of 35 U.S.C. § 271.

13. I-FLOW is informed and believes, and thereon alleges, that Defendant's infringement will continue unless enjoined by this Court.

14. I-FLOW is informed and believes, and thereon alleges, that Defendant has derived and received, and will continue to derive and receive, gains, profits and advantages from the aforesaid acts of infringement in an amount that is not presently known to I-FLOW. By reason of the aforesaid infringing acts, I-FLOW has been damaged and is entitled to monetary relief in an amount to be determined at trial.

15. Because of the aforesaid infringing acts, I-FLOW has suffered and continues to suffer great and irreparable injury, for which I-FLOW has no adequate remedy at law.

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PRAYER FOR RELIEF

WHEREFORE, I-FLOW prays for judgment in its favor against Defendant for the following relief:

A. An Order adjudging Defendant to have willfully infringed the '481 patent under 35 U.S.C. § 271;

B. An injunction enjoining Defendant, its officers, directors, agents, servants, employees and attorneys, and those persons in active concert or participation with Defendant, from directly or indirectly infringing the '481 patent in violation of 35 U.S.C. § 271;

C. That Defendant account for all gains, profits, and advantages derived by Defendant's infringement of the '481 patent in violation of 35 U.S.C. § 271, and that Defendant pay to I-FLOW all damages suffered by I-FLOW since at least February 8, 1994;

D. An Order for a trebling of damages and/or exemplary damages because of Defendant's willful conduct pursuant to 35 U.S.C. § 284;

E. An Order adjudging that this is an exceptional case;

F. An award to I-FLOW of the attorneys' fees and costs incurred by I-FLOW in connection with this action pursuant to 35 U.S.C. § 285;

G. An award of pre-judgment and post-judgment interest and costs of this action against Defendant; and

H. Such other and further relief as this Court may deem just.

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: June 29, 2007

By: [signature]
Steven J. Nataupsky
Boris Zelkind
Ali S. Razai

Attorneys for Plaintiff
I-FLOW CORPORATION

DEMAND FOR TRIAL BY JURY

I-FLOW CORPORATION hereby demands a trial by jury on all issues so triable.

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: June 29, 2007

By: [signature]
Steven J. Nataupsky
Boris Zelkind
Ali S. Razai

Attorneys for Plaintiff
I-FLOW CORPORATION

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3615387
040407

EXHIBIT B

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Attorneys for Plaintiff and Counter-Defendant
I-FLOW CORPORATION

IN THE UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

I-FLOW CORPORATION, a Delaware corporation, Plaintiff, v. APEX MEDICAL TECHNOLOGIES, INC., a California corporation; MARK MCGLOTHLIN, an Individual, Defendants.	Case No. 3:07-cv-1200 DMS (NLS) **SECOND AMENDED COMPLAINT FOR PATENT INFRINGEMENT; TRADE SECRET MISAPPROPRIATION; BREACH OF CONFIDENCE; AND COMMON LAW AND STATUTORY UNFAIR COMPETITION** **DEMAND FOR JURY TRIAL**
APEX MEDICAL TECHNOLOGIES, INC., a California corporation, Counter-Claimant, v. I-FLOW CORPORATION, a Delaware corporation, Counter-Defendant.	

Plaintiff I-FLOW CORPORATION ("I-FLOW") hereby complains of Defendants APEX MEDICAL TECHNOLOGIES, INC. ("Apex") and MARK MCGLOTHLIN ("McGlothlin") (referred to jointly as "Defendants"), and alleges as follows:

JURISDICTION AND VENUE

1. This action arises under the Patent Laws of the United States, Title 35 of the United States Code.

2. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331, 1338, and 1367.

3. Venue is proper in this Judicial District under 28 U.S.C. §§ 1391 and 1400(b).

THE PARTIES

4. Plaintiff I-FLOW is a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 20202 Windrow Drive, Lake Forest, CA 92630.

5. I-FLOW is informed and believes, and thereon alleges, that Defendant Apex is a corporation organized and existing under the laws of the State of Illinois, having a place of business in this district at 10064 Mesa Ridge Court, Suite 202, San Diego, CA 92121.

6. I-FLOW is informed and believes, and thereon alleges, that Defendant McGlothlin is an individual residing in San Diego County, California, and is the President and CEO of Defendant Apex.

7. I-FLOW is informed and believes, and thereon alleges, that all Defendants conduct business throughout the United States, including in this Judicial District, and have committed the acts complained of in this Judicial District and elsewhere.

ALLEGATIONS FOR ALL CLAIMS FOR RELIEF

8. On February 8, 1994, the U.S. Patent and Trademark Office ("PTO") duly and lawfully issued U.S. Patent No. 5,284,481 entitled "Compact Collapsible Infusion Apparatus" (the "'481 patent"). I-FLOW is the owner by assignment of the '481 patent. On September 11, 2006, I-FLOW provided a copy of the '481 patent to Defendants. A copy of the '481 patent is attached hereto as Exhibit A.

9. Defendants' SOLACE™ Post-Operative Pain Relief Infusion System includes an infusion pump (the "SOLACE™ Infusion Pump") that is covered by the '481 patent.

10. I-FLOW is informed and believes, and thereon alleges, that Defendant Apex, through its agents, employees and servants, has infringed I-FLOW'S patent rights through its making, using, selling, importing and/or offering to sell infusion pumps such as the SOLACE™ Infusion Pump. Furthermore, this infringement has been willful, Defendant Apex having received actual notice of I-FLOW's patent rights.

11. I-FLOW is informed and believes, and thereon alleges, that Defendant McGlothlin, through his agents, employees and servants, has personally directed or participated in infringing I-FLOW'S patent rights by personally directing or participating in the making, using, selling, importing and/or offering to sell infusion pumps such as the SOLACE™ Infusion Pump. Furthermore, this infringement has been willful, Defendant McGlothlin having received actual notice of I-FLOW's patent rights.

12. I-FLOW is informed and believes, and thereon alleges, that Defendant McGlothlin participated in The Adaptive Business Leaders Organization (ABL), an advisory group of which I-FLOW's principal is a member. I-FLOW is further informed and believes, and thereon alleges, that Defendant McGlothlin agreed to maintain the confidentiality of any confidential and proprietary information obtained in the course of his participation in the ABL. In the course of Defendant McGlothlin's participation in the ABL, Defendants gained access to I-FLOW's confidential business information regarding the infusion pump and drug delivery markets, including, but not limited to, business and marketing strategies, market analysis and product development strategies (hereinafter referred to as "Confidential Business Information"). I-FLOW's Confidential Business Information includes proprietary information.

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13. Defendants and I-FLOW engaged in a collaborative development effort during the calendar year 2005. In the course of this collaborative development effort, I-FLOW disclosed to Defendants, pursuant to obligations of secrecy, confidential technical information regarding I-FLOW's infusion pump technology, including, but not limited to, product specifications and requirements, methods of manufacturing, design challenges and other technical know-how (hereinafter referred to as "Confidential Technical Information"). I-FLOW's Confidential Technical Information includes proprietary information.

14. Defendants gained access to I-FLOW's Confidential Technical Information upon promising to maintain the secrecy of such information, as follows: "[Apex] shall consider all information furnished by [I-Flow] to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than the performing of the contract." Defendants also agreed not to "release to any person, details, specifications, drawings, blueprints or design of any article or component hereof which have been supplied to [Apex] by [I-Flow] and which components have been manufactured by [Apex] to [I-Flow's] specifications."

15. I-FLOW is informed and believes, and on that basis alleges, that Defendant Apex makes, uses, sells and offers for sale pain management devices, including, but not limited to, the SOLACE™ Post-Operative Pain Relief Infusion System.

16. I-FLOW is informed and believes, and on that basis alleges, that Defendant McGlothlin, through his agents, employees and servants, personally directs or participates in Apex's making, using, selling and offering for sale pain management devices, including, but not limited to, the SOLACE™ Post-Operative Pain Relief Infusion System.

17. I-FLOW is informed and believes, and on that basis alleges that Defendants have misused and continue to misuse I-FLOW's Confidential Business Information and Confidential Technical Information, obtained under obligations of secrecy and confidentiality for the purpose of developing Defendants' own business to unfairly compete with I-FLOW.

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18. I-FLOW is informed and believes, and on that basis alleges that Defendants, without authorization, have misappropriated and continue to misappropriate proprietary information included in I-FLOW's Confidential Business Information and Confidential Technical Information, obtained under obligations of secrecy and confidentiality for the purpose of developing Defendants' own competing business.

19. I-FLOW is informed and believes, and on that basis alleges that Defendants have used and disclosed and continue to use and disclose I-FLOW's Confidential Business Information and Confidential Technical Information, in willful and conscious disregard of a duty of confidence owed to I-FLOW.

20. I-FLOW is informed and believes, and on that basis alleges, that Defendants have committed and continue to commit unlawful business practices including, but not limited to, using I-FLOW's Confidential Business Information and Confidential Technical Information for Defendants' own purposes, and adversely to the interests of I-FLOW and its business venture.

21. By the aforesaid acts of Defendants, I-FLOW has been greatly damaged, and will continue to be irreparably damaged unless Defendants are enjoined by the Court.

FIRST CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 5,284,481)

22. I-FLOW repeats, realleges, and incorporates by reference the allegations set forth in paragraphs 1 through 21 of this Complaint.

23. This is a claim for patent infringement and arises under the Patent Laws of the United States, Title 35 of the United States Code.

24. I-FLOW is informed and believes, and thereon alleges, that Defendant Apex, through its agents, employees and servants, has been and is currently willfully and intentionally infringing the '481 patent by making, using, selling, importing and/or offering to sell infusion pumps, such as the SOLACE™ Infusion Pump, that are covered by at least one claim of the '481 patent. Defendant Apex's acts constitute infringement of the '481 patent in violation of 35 U.S.C. § 271.

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Case 3:07-cv-01200-DMS-NLS Document 30 Filed 01/14/2008 Page 6 of 14

25. I-FLOW is informed and believes, and thereon alleges, that Defendant McGlothlin, through his agents, employees and servants, has been and is currently willfully and intentionally infringing the '481 patent by personally directing or participating in the making, using, selling, importing and/or offering to sell infusion pumps, such as the SOLACE™ Infusion Pump, that are covered by at least one claim of the '481 patent. Defendant McGlothlin's acts constitute infringement of the '481 patent in violation of 35 U.S.C. § 271.

26. I-FLOW is informed and believes, and thereon alleges, that Defendants' infringement will continue unless enjoined by this Court.

27. I-FLOW is informed and believes, and thereon alleges, that Defendants have derived and received, and will continue to derive and receive, gains, profits and advantages from the aforesaid acts of infringement in an amount that is not presently known to I-FLOW. By reason of the aforesaid infringing acts, I-FLOW has been damaged and is entitled to monetary relief in an amount to be determined at trial.

28. Because of the aforesaid infringing acts, I-FLOW has suffered and continues to suffer great and irreparable injury, for which I-FLOW has no adequate remedy at law.

SECOND CAUSE OF ACTION

(TRADE SECRET MISAPPROPRIATION)

29. I-FLOW hereby realleges and incorporates by reference the allegations set forth in paragraphs 1 through 28.

30. This is a cause of action for Misappropriation of Trade Secrets under the Uniform Trade Secrets Act, Cal. Civ. Code § 3426 *et seq.*, based upon Defendant's wrongful and improper use and disclosure of proprietary information contained within I-FLOW's Confidential Business Information and Confidential Technical Information.

31. The proprietary information contained within I-FLOW's Confidential Technical Information is trade secret because it derives independent economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use.

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EXHIBIT B
PAGE 13

32. Defendants gained access to I-FLOW's Confidential Technical Information in the course of a collaborative development effort between the parties. Defendants were under an obligation to maintain the secrecy of the Confidential Techinical Information obtained during the parties' collaboration.

33. The proprietary information contained within I-FLOW's Confidential Business Information is trade secret because it derives independent economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use.

34. Defendants gained access to I-FLOW's Confidential Business Information in the course of Defendant McGlothlin's participation in the ABL, and such access to I-FLOW's Confidential Business Information was subject to confidentiality agreements. I-FLOW is informed and believes, and thereon alleges, that Defendants were under a duty to not use for their benefit or disclose the confidential information learned in the course of participation in the ABL.

35. I-FLOW took reasonable precautions under the circumstances to protect its trade secrets, and all parties with access to the information were subject to obligations to maintain its secrecy.

36. I-FLOW is informed and believes, and thereon alleges, that Defendants have and continue to use and disclose to third parties I-FLOW's trade secrets without I-FLOW's consent or permission, in attempting to develop Defendants' own competing business.

37. I-FLOW is informed and believes, and thereon alleges, that Defendants have disclosed I-FLOW's trade secrets to third parties, maliciously and in willful and conscious disregard of the rights of I-FLOW.

38. As a direct and proximate result of Defendants' willful, improper, and unlawful use and disclosure of I-FLOW's trade secrets, I-FLOW has and will continue to suffer great harm and damage. I-FLOW will continue to be irreparably damaged unless Defendants are enjoined from further use and disclosure of I-FLOW's trade secret information.

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39. I-FLOW is informed and believes, and thereon alleges, that the aforementioned acts of Defendants in wrongfully misappropriating I-FLOW's trade secrets, were and continue to be willful and malicious, warranting an award of exemplary damages, as provided by Civ. Code § 3426.3(c), and an award of reasonable attorneys fees, as provided by Civ. Code § 3426.4.

THIRD CAUSE OF ACTION

(BREACH OF CONFIDENCE)

40. I-FLOW hereby realleges and incorporates by reference the allegations set forth in paragraphs 1 through 39.

41. This is a cause of action for Breach of Confidence under California common law.

42. When I-FLOW disclosed its non-trade secret Confidential Business Information to Defendant McGlothlin, it did so in confidence in the course of participating in a professional advisory organization. Members of the ABL, including Defendant McGlothlin, undertake a confidentiality obligation, and, therefore, Defendants owed I-FLOW a legal duty of confidence to maintain the non-trade secret Confidential Business Information in a confidential manner, and not to use the non-trade secret Confidential Business Information for Defendants' own purposes.

43. Defendants accepted the non-trade secret Confidential Business Information as alleged herein voluntarily and while Defendant McGlothlin was participating in a professional advisory organization, thereby owing I-FLOW a duty of confidence with respect to I-FLOW's non-trade secret Confidential Business Information.

44. I-FLOW provided its non-trade secret Confidential Technical Information to Defendants in confidence for the purpose of furthering a collaborative development effort. Defendants undertook to maintain I-FLOW's non-trade secret Confidential Technical Information in confidence and to use it only for the purpose of the collaborative effort. Therefore, Defendants owed I-FLOW a legal duty of confidence to maintain the non-trade secret Confidential Technical Information in a confidential manner, and not to use the non-trade secret Confidential Technical Information for Defendants' own purposes.

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45. Defendants accepted the non-trade secret Confidential Technical Information as alleged herein voluntarily and for the purpose of furthering a collaborative development effort, thereby owing I-FLOW a duty of confidence with respect to I-FLOW's non-trade secret Confidential Technical Information.

46. I-FLOW is informed and believes, and thereon alleges, that Defendants have willfully and in conscious disregard for the duty of confidence owed to I-FLOW, used for Defendants' own purposes and disclosed to others I-FLOW's non-trade secret Confidential Business Information and/or non-trade secret Confidential Technical Information.

47. As a direct and proximate result of Defendants' willful, improper, and unlawful use and disclosure of I-FLOW's non-trade secret Confidential Business Information and non-trade secret Confidential Technical Information, I-FLOW has and will continue to suffer great harm and damage. I-FLOW will continue to be irreparably damaged unless Defendants are enjoined from further use and disclosure of I-FLOW's non-trade secret Confidential Business Information and non-trade secret Confidential Technical Information.

48. I-FLOW is informed and believes, and thereon alleges, that the aforementioned acts of Defendants, in breaching their duty of confidence owed to I-FLOW, were and continue to be willful and malicious, warranting an award of punitive damages in addition to the actual damages suffered by I-FLOW

FOURTH CAUSE OF ACTION

(UNFAIR COMPETITION)

49. I-FLOW hereby realleges and incorporates by reference the allegations set forth in paragraphs 1 through 48.

50. This is a cause of action for Unfair Competition under the California common law.

51. The acts of Defendants, alleged herein, including, but not limited to, Defendants' misuse of I-FLOW's non-trade secret Confidential Business Information and non-trade secret Confidential Technical Information for the purposes of developing Defendants' own business to compete with that of I-FLOW, constitutes unlawful, unfair, and fraudulent business practices in violation of the California common law of Unfair Competition.

52. I-FLOW is informed and believes, and thereon alleges, that Defendants have willfully and in conscious disregard for I-FLOW's rights and its business, committed unfair and unlawful business practices including, but not limited to, using for Defendants' own purposes, and adversely to the interests of I-FLOW and its business venture, I-FLOW's non-trade secret Confidential Business Information and non-trade secret Confidential Technical Information.

53. As a direct and proximate result of Defendants' willful, improper, and unlawful use and disclosure of I-FLOW's non-trade secret Confidential Business Information and non-trade secret Confidential Technical Information, I-FLOW has and will continue to suffer great harm and damage. I-FLOW will continue to be irreparably damaged unless Defendants are enjoined from further committing unfair and unlawful business practices against I-FLOW and I-FLOW's business.

FIFTH CAUSE OF ACTION

(STATUTORY UNFAIR COMPETITION)

54. I-FLOW hereby realleges and incorporates by reference the allegations set forth in paragraphs 1 through 53.

55. This is a cause of action for Statutory Unfair Competition under California Bus. & Prof. Code § 17200, et seq.

56. The acts of Defendants alleged herein, including, but not limited to, Defendants' misuse of I-FLOW's non-trade secret Confidential Business Information and non-trade secret Confidential Technical Information for the purpose of developing Defendants' own business to compete with that of I-FLOW, constitutes unlawful, unfair, and fraudulent business practices in violation of California Bus. & Prof. Code § 17200, et seq.

57. As a direct and proximate result of Defendants' willful, improper, and unlawful use and disclosure of I-FLOW's non-trade secret Confidential Business Information and non-trade secret Confidential Technical Information, I-FLOW has and will continue to suffer great harm and damage. I-FLOW will continue to be irreparably damaged unless Defendants are enjoined from further committing unfair and unlawful business practices against I-FLOW and I-FLOW's business.

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PRAYER FOR RELIEF

WHEREFORE, I-FLOW prays for judgment in its favor against Defendants for the following relief:

A. An Order adjudging Defendants to have willfully infringed the '481 patent under 35 U.S.C. § 271;

B. An injunction enjoining Defendants, their respective officers, directors, agents, servants, employees and attorneys, and those persons in active concert or participation with Defendants, from directly or indirectly infringing the '481 patent in violation of 35 U.S.C. § 271;

C. That Defendants account for all gains, profits, and advantages derived by Defendants' infringement of the '481 patent in violation of 35 U.S.C. § 271, and that Defendants pay to I-FLOW all damages suffered by I-FLOW since at least February 8, 1994;

D. An Order for a trebling of damages and/or exemplary damages because of Defendants' willful conduct pursuant to 35 U.S.C. § 284;

E. An Order adjudging that this is an exceptional case;

F. An award to I-FLOW of the attorneys' fees and costs incurred by I-FLOW in connection with this action pursuant to 35 U.S.C. § 285;

G. An award of pre-judgment and post-judgment interest and costs of this action against Defendants;

H. That Defendants be adjudged to have misappropriated I-FLOW's trade secrets in violation of the Uniform Trade Secrets Act, Cal. Civ. Code § 3426 *et seq.*, and that Defendants' actions in doing so be adjudged willful and malicious;

I. That Defendants be adjudged to have breached their duty of confidence owed to I-FLOW under the common law of the State of California, and that Defendants' acts in doing so be adjudged willful and malicious;

J. That Defendants be adjudged to have competed unfairly with I-FLOW under the common law of the State of California;

K. That Defendants be adjudged to have competed unfairly with I-FLOW under California Business and Professions Code § 17200, and that Defendants' actions in doing so be adjudged willful and done knowingly;

L. That Defendants, their respective agents, servants, employees and attorneys, and all those persons in active concert or participation with it, be forthwith preliminarily and thereafter permanently enjoined, pursuant to 35 U.S.C. § 283 and California Business and Professions Code § 17200 from further disclosing to any third parties any of I-FLOW's Confidential Business Information and Confidential Technical Information and unfairly competing with I-FLOW in any manner;

M. That Defendants be directed to file with this Court and serve on Plaintiff within thirty (30) days after the service of the injunction, a report in writing, under oath, setting forth in detail the manner and form in which Defendants have complied with the injunction;

N. That Defendant be required to account to I-FLOW for any and all gains, profits and advantages derived by it, and all damages sustained by I-FLOW, by reason of Defendants' acts complained herein, including Defendants' breach of confidence and Defendants' common law and statutory unfair competition;

O. That the Court deem this case exceptional under 15 U.S.C. § 1117 and award I-FLOW reasonable attorneys' fees; and

P. Such other and further relief as this Court may deem just.

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: January 14, 2008

By: s/Boris Zelkind
Steven J. Nataupsky
Boris Zelkind
Ali S. Razai

Attorneys for Plaintiff and Counter-Defendant
I-FLOW CORPORATION

DEMAND FOR TRIAL BY JURY

I-FLOW CORPORATION hereby demands a trial by jury on all issues so triable.

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: January 14, 2008

By: s/Boris Zelkind
Steven J. Nataupsky
Boris Zelkind
Ali S. Razai

Attorneys for Plaintiff and Counter-Defendant
I-FLOW CORPORATION

CERTIFICATE OF SERVICE

I hereby certify that on January 14, 2008, I caused the **SECOND AMENDED COMPLAINT FOR PATENT INFRINGEMENT; TRADE SECRET MISAPPROPRIATION; BREACH OF CONFIDENCE; AND COMMON LAW AND STATUTORY UNFAIR COMPETITION** to be electronically filed with the Clerk of the Court using the CM/ECF system which will send electronic notification of such filing to the following person(s):

Ralph B. Kalfayan, Esq.
KRAUSE, KALFAYAN, BENINK & SLAVENS LLP
rkalfayan@kkbs-law.com

Norbert Stahl, Esq.
STAHL LAW FIRM
nstahl@patentlawservice.com

I certify and declare under penalty of perjury under the laws of the State of California that I am employed in the office of a member of the bar of this Court at whose direction the service was made, and that the forgoing is true and correct.

Executed on January 14, 2008, at San Diego, California.

Megan Ptacin
Megan Ptacin

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EXHIBIT B
PAGE 21

PROOF OF SERVICE

I am a citizen of the United States of America and I am employed in San Diego, California. I am over the age of 18 and not a party to the within action. My business address is 550 West C Street, San Diego, California. On February 29, 2008, I caused **DECLARATION OF BORIS ZELKIND IN OPPOSITION TO DEFENDANT'S MOTION TO DISMISS PURSUANT TO F.R.C.P. 12(B)(6) OR, IN THE ALTERNATIVE, MOTION TO STAY** to be electronically filed with the Clerk of the Court using the CM/ECF system which will send electronic notification of such filing to the following person(s):

Ralph B. Kalfayan, Esq.
KRAUSE, KALFAYAN, BENINK & SLAVENS LLP
rkalfayan@kkbs-law.com

Norbert Stahl, Esq.
STAHL LAW FIRM
nstahl@patentlawservice.com

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on February 29, 2008 at San Diego, California.

Megan Ptacin

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